

Maxcess, Inc.

Facilities Based Competitive Local
Exchange

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

KENTUCKY
FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS TARIFF
FOR
Maxcess, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by **Maxcess, Inc.** ("Maxcess") with principal offices located at 315 Calhoun Street, Suite 314, Tallahassee, Florida 32301. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 16 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY Stephan D. Bell
SECRETARY OF THE COMMISSION

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By:

Tracy Hatch, Director of Law and Government Affairs
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Tallahassee, Florida 32301

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Third *	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	First	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Second *	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

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TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Title Page	Cover
Check Sheet	1
Table of Contents	2
Explanation of Symbols	3
Tariff Format	4
Application of Tariff	5
Section 1 - Definition of Terms and Abbreviations	6
Section 2 - Rules and Regulations	9
Section 3 - Service Areas	43
Section 4 - Service Charges	44
Section 5 - Network Services Descriptions and Rates	46
Section 6 - Miscellaneous Services and Rates	55
Section 7 - Long Distance Services	67
Section 8 - Promotional Offerings	68
Section 9 - Contract Services	69

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

- A. Page numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current page number on file with the Department is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1)
- D. Check Sheet - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of facilities based competitive local telecommunications services by **Maxcess, Inc.** for the use of Customers in transmitting messages within the State of Kentucky, subject to the jurisdiction of the Kentucky Public Service Commission ("Commission"). Maxcess' services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Maxcess and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the Kentucky Public Service Commission. In addition, this tariff is available for review at the legal offices of **Maxcess, Inc.** at 315 Calhoun Street, Suite 314, Tallahassee, Florida 32301.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Commission - The Kentucky Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - Maxcess, Inc., the issuer of this tariff.

Customer or Subscriber - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

ICB - Individual Case Basis.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Maxcess - Maxcess, Inc., issuer of this tariff.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Kentucky, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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by Stephan Bue
SECRETARY OF THE COMMISSION

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Terms and Conditions, Cont'd.

- E.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- F.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7 and direct damages of up to the equivalent of one month's service.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations on Liability, Cont'd.**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: A. the Customer, B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or C. common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations on Liability, Cont'd.****D. (cont'd)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations on Liability, Cont'd.**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors

1. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

- (a) For listings in alphabetical telephone directories furnished without additional charge, no amount shall be allowed.
- (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- (c) For listings in information records furnished without additional charge, no amount shall be allowed.
- (d) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

(N)

(N)

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SECRETARY OF THE COMMISSION**2.1.6 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.7 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.8 Nonroutine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- (H) in advance of its normal construction.

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KYL0001

SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.10 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky Public Service Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 6.011,
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BY: Stephan B. Bell
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order; complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1C.. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels, Cont'd.****2.4.3 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.5 Customer Deposits and Advance Payments Cont'd.****2.5.2 Deposits**

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of six (6%) percent.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.5 Customer Deposits and Advance Payments Cont'd.****2.5.2 Deposits**

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

B. Certain telecommunications services, as defined in the Kentucky Revised Statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a subscriber's telephone number or account in Kentucky. (T)

C. **Kentucky Universal Service Fund (KUSF)**

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning January 1, 2001, the charge per line will be applied at the rate of \$0.05 per month.

D. **Kentucky Relay Service Surcharge** (N)

In order to support funding of Telecommunications Relay Services, the Company will collect a monthly Relay Service charge from its Customers for each local line provided by the Company. The current charge, which became effective December 1, 1999, is \$0.07 per access line. (N)

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.2 Billing and Collection of Charges, Cont'd.**

- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3 of this tariff.
- H.** The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the the Customer notifies the Company of the loss, theft, or other breach of security of such PINS.
- I.** The Company's bill format will comply with 807 KAR 5:006 Section 6(3) and include the name of the Company and a toll free telephone number for Customer inquiries.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided ten (10) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3A. or 2.6.3B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.3 Discontinuance of Service for Cause**

- F.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- I.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll-free service, with thirty (30) days written notice.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.6.5A. through 2.6.5C. will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements Cont'd.****2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Return Check Charge

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Kentucky Public Service Commission regulations.

2.7 Allowances for Interruptions in Service**2.7.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

PUBLIC SERVICE COMMISSION
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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruptions in Service, Cont'd.****2.7.1 General Cont'd.**

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruptions in Service, Cont'd.****2.7.2 Limitations of Allowances, cont'd.**

- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruption in Service, Cont'd.****2.7.4 Application of Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruption in Service, Cont'd.****2.7.4 Application of Credits for Interruptions in Service, Cont'd.****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.7 Allowances for Interruption in Service, Cont'd.

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B.** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C.** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D.** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E.** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F.** interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G.** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY
THE KENTUCKY PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL
EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Kentucky Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.12 Notices and Communications**

- 2.12.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

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SECTION 4 - SERVICE CHARGES**4.1 Service Order and Change Charges**

The following nonrecurring charges apply to processing service orders for new service and for changes in service:

The Line Connection Charge applies for the establishment of an exchange access line or trunk, central office work, exchange access line work and establishment of the Network Interface Device (NID).

Additional Line installation charges apply only when more than one line is installed at the same time and at the same Customer Premises at the rates shown below.

The Line Change Charge applies per line to miscellaneous customer requested changes to existing service (e.g., change in number).

The Secondary Service Order Charge applies per request for the receiving, recording and processing of customer requests to add new or additional services, or to restore service that has been suspended for non-payment.

Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.

	<u>Business</u>
Line Connection Charge	
First Line	\$73.00
Each Additional Line	\$22.00
Line Change Charge	
First Line	\$48.00
Each Additional Line	\$14.00
Secondary Service Order Charge	\$20.00

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SECTION 4 - SERVICE CHARGES, (CONT'D.)**4.2 Premise Visit Charges****4.2.1 Premises Visit Charges**

Premises Work charges apply when the installation or rearrangement of network access facilities require a visit to the Customer's premises. These charges apply to all customer-requested installation, move, change, rearrangement, and replacement of equipment, excluding customer premises wiring. Premises work charges also apply when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire.

Premise Work Charge, per visitBusiness

Initial 15 minute increment	\$30.00
Each Additional 15 minute increment	\$14.00

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES**5.1 General****5.1.1 Services Offered**

The following Network Services are available to residence and business Customers in Kentucky:

Cyclone™ SDSL Services
Velocity Plus™ Broadband Services
Listing Services (including Non Published and Non-Listed Services)
Directory Assistance
Local and IntraLATA Operator Services
IntraLATA Toll Services (see Company's KY Tariff No. 2)

5.2 Maxcess Discount Schedule

Discounts are available based on term and volume commitments. Volume is determined by the Customer's total monthly Maxcess billing to the same account excluding taxes, fees, non-recurring charges, and digital loop carrier. Service is also available on a month-to-month basis at non-discounted rates shown in this tariff.

Monthly Volume Commitment	Term Commitment				
	1 Year	2 Year	3 Year	4 Year	5 Year
\$250	0%	0%	0%	0%	0%
\$500	1%	2%	3%	4%	5%
\$1,000	2%	3%	4%	5%	6%
\$2,000	5%	10%	15%	20%	25%
\$4,000	7%	12%	17%	22%	27%
\$5,000	10%	15%	20%	25%	30%
\$7,000	15%	20%	25%	30%	32%
\$10,000	26%	28%	30%	32%	34%
\$12,000	28%	30%	32%	34%	36%
\$20,000	30%	32%	34%	36%	38%
\$25,000	32%	34%	36%	38%	40%
\$35,000	34%	36%	38%	40%	42%
\$50,000	36%	38%	40%	42%	44%
\$75,000	38%	40%	42%	44%	46%
\$100,000	40%	42%	44%	46%	48%
\$250,000	42%	44%	46%	48%	49%
\$500,000	43%	45%	47%	49%	50%
\$1,000,000	45%	47%	49%	50%	50%

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.3 Cyclone™ Services****5.3.1 General**

Cyclone™ Service is a Symmetrical Data Subscriber Line (SDSL) Service that enables high-speed delivery of data, audio, and voice in a digital form over the existing traditionally-voice telephone network. A non-recurring installation charge and monthly recurring rate apply for each SDSL end-user connection. Additional non-recurring charges will be assessed to the Cyclone™ SDSL customer if the local exchange loop requires line conditioning to meet SDSL specifications.

Cyclone™ SDSL Service provides Local Exchange, Long Distance, Voice Mail and Internet Services to business and qualified customers.¹ These services may be purchased separately or in any combination of the Customer's choosing. This Service is available to Customers who purchase a minimum of four business lines for local service or who need high speed access to the Internet.

Cyclone™ Long Distance Service is available only to Customers who subscribe to Cyclone™ Local Services. Cyclone™ Local Service Customers may subscribe to the long distance carrier of their choice. Long Distance service is available in package service options at a flat rate per month or on a per minute rate basis. Long distance rates apply to both intraLATA and interLATA usage.

Cyclone™ Services Customers may, at their option, purchase DoubleBurst™ Service which provides combined Local Exchange Service and Internet access at reduced rates. Subscription to DoubleBurst™ Service guarantees Customers a minimum of their subscribed bandwidth. When coupled with local exchange service, Customers will obtain an additional 105k of Internet bandwidth each time a user releases the line. DoubleBurst™ technology automatically prioritizes voice calling and allows Internet bandwidth from unused local exchange lines to be made available each time a caller hangs up. DoubleBurst™ Service is an automatic feature of Cyclone™ Local Service when purchased with Internet Access. A minimum of four local exchange lines are required for DoubleBurst™. SDSL-compatible customer premises equipment must be separately purchased for use with this service.

Cyclone™ Services Customers may, at their option, purchase a package of calling features for a flat rate as shown below.

Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services.

¹Voice mail and Internet Access are non-regulated services.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.3 Cyclone™ Services, (Cont'd.)****5.3.2 Limitations of Service**

Maxcess will not provision its Cyclone™ SDSL Service if the Company has reasonably determined that (a) it is not technically feasible to provide over existing facilities or (b) it will cause interference problems within the Company's network or other facilities or with the network or facilities of any other party.

During network maintenance and software update periods, it may be necessary to temporarily place the SDSL central office equipment out of service. Maxcess reserves the right to temporarily interrupt service during such periods and at other times such as those considered by the Company to be an emergency; however, Maxcess will make good faith efforts to avoid and minimize such temporary interruptions.

If Maxcess has reason to believe that permitting the commencement or continuation of Cyclone™ SDSL Service adversely affects or would adversely affect the ability of the Company or another carrier to provide, complete, or maintain the level of or quality of its services to its customers, Maxcess may refuse to provide Cyclone™ SDSL Service or may discontinue providing such service.

5.3.3 Service Provisioning

Cyclone™ SDSL Service provides a virtual private line connection from the customer-designated premises to the point of interconnection on Maxcess' network.

Maxcess or its suppliers or representatives will qualify the local exchange service loop between the customer's designated premises and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing facilities to provide SDSL service, and determine if line conditioning is required to support SDSL service.

Line conditioning may be necessary if the existing unaltered local exchange facility will not accommodate SDSL service. This may include, but is not limited to, the removal of load coils, bridged taps, and/or repeaters or other devices. A non-recurring charge will apply per line that requires line conditioning. Maxcess does not warrant that line conditioning will permit the provision of SDSL service. Where the Customer orders line conditioning, the Customer remains responsible for all charges incurred on its behalf, even though such line conditioning may not permit the provision of SDSL service.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.3 Cyclone™ Services, (Cont'd.)****5.3.3 Service Provisioning, (cont'd.)**

Maxcess will not provision its Cyclone™ SDSL service on facilities that are determined by the Company to be unsuitable for this service. Cyclone™ SDSL Service may not be available to the Customer, or the Customer may not have the selection of all of Maxcess' Cyclone™ SDSL offerings, depending on the distance of the customer from the serving central office and the type and condition of the facilities. Where Cyclone™ SDSL service is not available, the customer may choose other Maxcess offerings at the rates, terms and conditions as shown elsewhere in this tariff.

Cyclone™ SDSL service will be provided subject to the availability and limitations of the wire centers and outside plant facilities and is only available where technical capabilities permit. Actual data transmission rates depend on a number of factors, including, but not limited to (1) the distance from the customer to the serving wire center (maximum distance 18,000 feet), (2) the type of copper facility (wire gauge) and (3) the physical plant.

5.3.4 Cyclone™ Rates and Charges

The rates shown below are for the tariffed Cyclone™ SDSL Services installation charges and monthly rates only; the Customer is responsible for providing compatible SDSL Premises Equipment. The Cyclone™ SDSL services may be ordered individually or in combination, except as specifically noted below:

A. Local Service

The following rates and charges apply to Cyclone™ Local Service.

	<u>Installation Charge</u>	<u>Monthly Rate</u>
4-8 Trunks, per Trunk	\$250.00	\$55.00
9-12 Trunks, per Trunk	\$250.00	\$50.00
13-20 Trunks, per Trunk	\$250.00	\$45.00

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.3 Cyclone™ Services, (Cont'd.)****5.3.4 Cyclone™ Rates and Charges, (cont'd.)****B. DoubleBurst™ Service**

	<u>Installation Charge</u>	<u>Monthly Rate</u>
4 local lines w/Doubleburst™	\$250.00	\$469.00
8 local lines w/Doubleburst™	\$250.00	\$629.00

C. Cyclone™ Long Distance Package Service

Optional long distance service packages are available at the following rates. Additional charges apply for usage over and above the monthly limit as described in each package. **This service is only available in conjunction with Cyclone™ Local Service.** Additional minutes used over and above the monthly package maximums are billed at \$0.08 per minute.

<u>Package Options</u>	<u>Monthly Rate</u>
Package A - Maximum 500 minutes	\$ 35.00
Package B - Maximum 1,000 minutes	\$ 65.00
Package C - Maximum 5,000 minutes	\$ 300.00
Package D - Maximum 10,000 minutes	\$ 450.00
Package E - Maximum 20,000 minutes	\$ 800.00

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.3 Cyclone™ Services, (Cont'd.)****5.3.4 Cyclone™ Rates and Charges, (cont'd.)****D. Standard Line Features Package**

Features included with the Standard Line Features package are as follows:

Monthly Rate, per package: \$15.00

Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

Preferred Call Forwarding: Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.

Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.4 VelocityPlus™ Broadband Services:****5.4.1 General**

VelocityPlus™ Broadband Services provides dedicated local and long distance service to the large volume user. These services encompass a variety of alternate service delivery technologies to provide both converged and separated network services anywhere in the domestic U.S. The capacity or bandwidth ranges from DS1 (1.5 megabits per second) up to OC-48 (2,160 megabits per second). Maxcess will deliver one or more T-1 type circuits to the Customer's premises. A T-1 can handle up to 24 telephone calls simultaneously. Each additional installed T-1 adds up to 24 additional "channels" for voice transmission. Maxcess provides dial tone for both local and long distance calling over the same "channel" or "line". These channels or lines can be trunked independently or completely converged for dynamic allocation of bandwidth.

Maxcess Velocity Plus™ Local Service comes with a variety of service package options. Service package options include Unity 24™ service, internet access², and dedicated long distance services. Custom service packages can be tailored for customers with high call volumes. Maxcess Velocity Plus™ Local Service customers may subscribe to the long distance carrier of their choice. However, dedicated long distance service is available only to subscribers to Maxcess Velocity Plus™ Local Service. Switched long distance service is available to long distance customers who do not subscribe to Maxcess Velocity Plus™ Local Service.

Maxcess VelocityPlus™ Local voice and Long distance service is available only with digital PBX trunk connectivity. Analog telephone systems such as hybrid and key systems are not compatible and may not be used with this service.

²Internet Access is a non-regulated service.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.4 VelocityPlus™ Broadband Services, (Cont'd.)****5.4.2 Rates and Charges****A. Maxcess Velocity Plus™ Local Service**

The following rates and charges apply to Maxcess Velocity Plus™ Local Service. The Customer is responsible for providing compatible Customer Premises Equipment. Digital access loop carrier service is available, and will be priced on an individual case basis only.

	<u>Installation Charge</u>	<u>Monthly Rate</u>
13-24 Trunks, per Trunk	\$250.00	\$45.00
Digital Access loop carrier	ICB	ICB

B. Unity 24 Service

Unity 24 Service offers "Any Service" bandwidth-on-demand via provision of local voice service plus internet access¹ at any bandwidth capability. Digital access loop carrier service is available, and will be priced on an individual case basis only.

	<u>Installation Charge</u>	<u>Monthly Rate</u>
Local Service plus Internet dynamic allocation	\$250.00	\$1199.00
Digital Access loop carrier	ICB	ICB

¹Internet Access is an unregulated service

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS AND RATES, (CONT'D.)**5.4 VelocityPlus™ Broadband Services, (Cont'd.)****5.4.2 Rates and Charges, (cont'd.)****C. Maxcess Velocity Plus™ Dedicated Long Distance Service Package Options***

Optional dedicated long distance service packages are available at the following rates. Additional minutes used over and above the monthly package maximums are billed at \$0.08 per minute.

<u>Package Options</u>	<u>Monthly Rate</u>
Package A - Up to 500 minutes	\$ 35.00
Package B - Up to 1,000 minutes	\$ 65.00
Package C - Up to 5,000 minutes	\$ 300.00
Package D - Up to 10,000 minutes	\$ 450.00
Package E - Up to 20,000 minutes	\$ 800.00

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES**6.1 End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Business, Per Line	\$ 4.35
Multiline Business Line, Per Line	\$ 7.84

6.2 Service Provider Local Number Portability End User Line Charge

The following charges apply each month:

Local Exchange Lines, per Line	\$0.43
PBX Trunks, per Trunk	\$3.87

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.3 Directory Assistance Service****6.3.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

6.3.2 Regulations

A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and for general information requested from the Directory Assistance operator except as follows:

- a) Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
- b) Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- c) Customer experiences poor transmission or is cut-off during the call.
- d) Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.
- e) A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.3 Directory Assistance Service, (Cont'd.)****6.3.3 Rates**

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Directory Assistance Calls - A flat charge will apply per call to Directory Assistance. At the Customer's option, the Company will automatically place a call to the requested number. For all calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge. Call completion provided where facilities are available.

	<u>Charge</u>
Per Call to Directory Assistance Two requests per call	\$1.00
Directory Assistance Call Completion	\$0.79

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.4 Local and IntraLATA Operator Services**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

6.4.1 Local and IntraLATA Usage Rates**A. Local**

Per Message: No Charge

B. IntraLATA

Per minute: \$0.20

6.4.2 Local and IntraLATA Per Call Service Charges

\$2.00 - live operator

\$2.00 - automated operator

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.4 Local Operator Service, (Cont'd.)****6.4.3 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per call</u>
Busy Line Verification, each occasion	\$6.50
Line Interruption, each occasion and in addition to the Verification charge	\$6.50

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.5 Directory Listing Service****6.5.1 Directory Listing Definitions**

Primary Listing - One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group and with each Joint User service.

Non-Listed Number (Private Directory Service) - A Non-Listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for a Non-Listed Number are specified in Section 5.8.2.

Non-Published Number (Semi-Private Directory Service) - A Non-Published Number will be furnished at the Customer's request. A Non-Published Number is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Number is not available to the general public. Charges for a Non-Published Number are specified in Section 5.8.2.

Additional Listing includes the following options:

Foreign Listing - Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

Alternate Call Listing - Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Charges for Alternate Call Listings are specified in Section 5.8.2, as Additional Listing.

Reference Listing - A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 5.8.2, as Additional Listing.

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.5 Directory Listing Service, (Cont'd.)****6.5.2 Directory Listing Rates****Monthly Recurring Charge
Per Listing**

	<u>Business</u>
Primary Listing	N/A
Additional Listings	\$1.80
Non-Listed Number	\$1.82
Non-Published Number	\$3.50

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.6 Blocking Service****6.6.1 General**

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers:

- A. 900 and 976 Blocking - Allows the subscriber to block all calls beginning with the 900 and 976 prefixes (i.e. 900-XXX-XXXX) from being placed.
 - 1. The Company will provide blocking, where technically feasible, at no charge on a one-time basis to all telephone subscribers.
 - 2. The Company may charge a nonrecurring fee for each subsequent request for blocking or unblocking pay-per-call service.
 - 3. A subscriber who transfers service to a new location and is served by the same local exchange carrier will be able to maintain blocking of pay-per-call service without any additional charge to establish blocking at the new location.
 - 4. Requests by subscribers to remove pay-per-call blocking must be in writing to the Company.
- B. Involuntary Blocking of 900 and 976 Numbers - Involuntary blocking of 900 and 976 numbers may be implemented by the telephone company for failure to pay legitimate charges.

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.6 Blocking Service, Cont'd.****6.6.2 Regulations**

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

6.6.3 Rates and Charges

A. Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

900 and 976 Blocking (per line/Trunk)
(subsequent requests for
blocking and unblocking
pay per call service)

Non- recurring

N/C

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.7 Carrier Presubscription****6.7.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

6.7.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route intraLATA toll calls to the carrier of choice for each call.

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**6.7 Carrier Presubscription, Cont'd.****6.7.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.10.5 below:

6.7.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.10.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 6 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

6.7 Carrier Presubscription, Cont'd.

6.7.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, a Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port: \$1.49

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SECTION 7 - LONG DISTANCE SERVICES

7.1 General

Customers may subscribe to intraLATA and interLATA long distance services by the Company. Such services are described in Maxcess' Kentucky Tariff No. 2.

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SECTION 8 - PROMOTIONAL OFFERINGS**8.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration, designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the commission, and will be included in the Company's tariff.

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SECTION 9 - CONTRACT SERVICES**9.1 Contract Services**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off the rates contained herein, waiver of recurring or nonrecurring charges, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

9.2 Special Service Arrangements

Where practicable, special service arrangements, not otherwise provided for in this tariff, will be furnished to the extent they are in accord with authorized service offerings, and if they are to be used with and not detrimental to, any of the services furnished by the Company. The Company, at its discretion, will provide such special service arrangements when the nature of the service to be furnished requires specific customer pricing. Charges for such special service arrangements will be based on the cost of furnishing them plus a sufficient amount to incorporate return and contingencies. Where applicable, the estimated cost will include the cost of equipment and materials specifically provided or used; installation costs, including engineering, labor supervision, transportation, rights-of-way and any other investment items required. Initial service periods exceeding one month may be necessary for facilities and equipment provided under a special service arrangement.

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